**Form No. 35**

**Form Of Security Bond Required Under Section 138 Of The Sea Customs Act, 1878**

[See Section 69 Of The Customs Act, 1962]

KNOW ALL MEN by these presents that whereas the **#**[Commissioner of Customs]..................... (hereinafter referred to as the "said **#**[Commissioner]" which expression shall include the person for the time being performing the duty of the **#**[Commissioner of Customs].....................), has permitted the export of the goods in the Schedule hereunder written to the port of:

(1) Name of the port to which the goods are to be shipped (1) we

(2) Full Name of shipper (2) and

(3) Full Name of surety (3) do

hereby bind ourselves and each of us and each of our heirs, executors, adminis-trators and legal representatives jointly and severally with the President of India hereinafter referred to as the 'Government' which expression shall unless repug-nant to the context or the meaning thereof, be deemed to include his successors and assigns to pay to the Government, the sum of Rupees..................... subject to the condition written below :—

Now the condition of the above-written bond is such that if that said (2)..................... do duly ship and export the goods enumerated in the Schedule hereunder written and land them at the Port of (1)..................... and as a proof

thereof deliver to the said **#**[Commissioner] within three months a certificate of landing from the Customs authority at the port of..................... or do account for its non-delivery to the satisfaction of the said **#**[Commissioner], then the above written bond shall be void otherwise the same shall be and remain in full force and virtue provided however that liability of the surety (3) hereunder shall not be impaired or discharged by reason of time being granted or by any forbear-ance, act or omission of the Government or of any person authorised by them whether with or without the consent or knowledge of the said surety nor shall it be necessary for the Government to sue or take any steps or proceedings against the said (2) before suing or taking any steps or proceedings against the said surety (3) for the amount due :

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| Provided also that if any question of dispute shall arise as to the amount payable by the said (2) or the said surety (3) the decision of the Government shall be final and binding.Schedule of the goods signed and delivered by | (2) and (3) |
| This........(date) day of month.........19....... at.............. in the presence of | |
| (4) Signature of Shipper with full address. | (4) |
| (5) Signature of surety with full address. | (5) |
| (6) and (7) Signatures of witnesses. | (6) Signature of wit nesses. - |
|  | (7) |

*# Designation changed vide s. 50 of the Finance Act, 1995 (22 of 1995).*